



**CERTIFICATE OF MAILING**

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Amy Jonsson 5 October 2001  
Amy Jonsson (Date)

Attorney Docket No. BLFR 1004-1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:	)	
	)	
ROBERT E. DVORAK et al.	)	Group Art Unit: 2163
	)	
Application No. 09/888,336	)	Examiner: <i>Unassigned</i>
	)	
Filed: 22 June 2001	)	
	)	
For: <b>A Method and Apparatus for OTB</b>	)	
<b>Analysis</b>	)	
_____	)	

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR**  
**UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Commissioner of Patents  
Washington, D.C. 20231

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints:

Mark A. Haynes	- Reg. No. 30,846
Ernest J. Beffel, Jr.	- Reg. No. 43,489
James F. Hann	- Reg. No. 29,719
Warren S. Wolfeld	- Reg. No. 31,454
Bill Kennedy	- Reg. No. 33,407

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Application No. 09/888,336

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

\_\_\_ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls to Ernie Beffel, Esq., at (650) 712-0340.

Address all correspondence to:

**Customer Number 22470**

Ernest J. Beffel, Jr., Esq.  
HAYNES BEFFEL & WOLFELD LLP  
P.O. Box 366  
Half Moon Bay, CA 94019  
(650) 712-0340 (phone)  
(650) 712-0263 (fax)

ASSIGNEE: BLUEFIRE SYSTEMS, INC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



R.E. DVORAN

PRESIDENT

9/12/01



JOINT TO CORPORATE  
ASSIGNMENT

**COPY**

WHEREAS, the undersigned,

- |   |   |
|---|---|
| (1) Robert E. Dvorak<br>328 Fletcher Drive<br>Atherton, CA 94027          | (2) Richard W. Pasternack<br>39 Southridge West<br>Tiburon, CA 94920        |
| (3) Ronald Samuel Cope<br>2136 Wilmington Drive<br>Walnut Creek, CA 94596 | (4) Beth Li-Ju Chen<br>164 Windward Court South<br>Port Jefferson, NY 11777 |

hereinafter termed "Inventors", have invented certain new and useful improvements in

**A METHOD AND APPARATUS FOR OTB ANALYSIS**

and have filed an application for a United States patent disclosing and identifying the above invention on 22 June 2001 as Application No. 09/888,336, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 12<sup>th</sup> day of September, 2001;
- (2) the 12<sup>th</sup> day of September, 2001;
- (3) the 12<sup>th</sup> day of September, 2001;
- (4) the 12<sup>th</sup> day of September, 2001;

(hereinafter termed "application"); and

WHEREAS, **Bluefire Systems, Inc.**, a corporation of **California**, having a place of business at 75 Lansing Street, Suite 100, San Francisco, CA 94105 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the

United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.



Robert E. Dvorak

9/12/01

Date

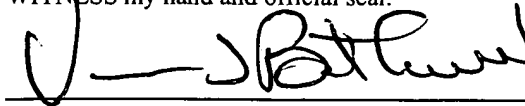


State of California )  
County of San Francisco )

On 9/12, 2001, before me, Vern S. Bothwell,  
personally appeared Robert E. Dvorak,

☒ personally known to me or \_\_\_\_ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notary Public)

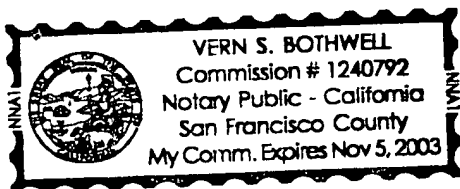
Richard W. Pasternack  
Richard W. Pasternack

9-12-2001  
Date



Ronald Samuel Cope  
Ronald Samuel Cope

9/12/2001  
Date



State of California )  
County of SA-FRANCISCO )

On 9/12, 2001, before me, Vern S. Bothwell,  
personally appeared Richard W. Pasternack,  
\_\_\_\_ personally known to me or X proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vern S. Bothwell  
(Notary Public)

State of California )  
County of SAN FRANCISCO )

On 9/12, 2001, before me, Vern S. Bothwell,  
personally appeared Ronald Samuel Cope,  
\_\_\_\_ personally known to me or X proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vern S. Bothwell  
(Notary Public)

Beth Li-Ju Chen  
Beth Li-Ju Chen

9/12/01  
Date



State of California )  
County of San Francisco )

On 9/12, 2001, before me, Vern S. Bothwell,  
personally appeared Beth Li-Ju Chen,

\_\_\_ personally known to me or X proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Vern S. Bothwell  
(Notary Public)